City of Newburgh
Council Work Session
Sesion de trabajo del Concejal
October 23, 2025
6:00 PM

Finance / Finanza

1. Orange County Exemption for City Reservoir and Filter Plant Properties for 2027

   Resolution requesting an exemption from County taxes for the City's reservoir and filter plant properties for the year 2027

   Resolución que solicita una exención de los impuestos del Condado para las propiedades de deposito y plantas de filtro de la Ciudad para el año 2027

2. 2025 Personnel Book Amendment

   A resolution amending the 2025 Personnel Analysis Book and amending Resolution No.: 249-2024, the 2025 Budget for the City of Newburgh, New York to change the grade and salary of the Arborist and the Plumbing Inspector

   Una resolución que enmienda el Libro de Análisis de Personal de 2025 y enmienda la Resolución No.: 249-2024, el Presupuesto de 2025 para la Ciudad de Newburgh, Nueva York para cambiar el grado y salario del Arboricultor y el Inspector de Plomería

3. Police, DPW and Water Surplus Vehicles & Equipment

   Resolution declaring Police Department, Department of Public Works and Water Department vehicles and equipment as surplus

   Resolución declarando excedentes vehículos y equipamiento del Departamento de Policía, del Departamento de Obras Públicas y del Departamento de Agua

Planning and Economic Development / Planificación y Desarrollo Económico

4. Purchase of 96 Carter Street

   Resolution to authorize the conveyance of real property known as 96 Carter Street (Section 22, Block 1, Lot 37) at private sale to Steve Smith for the amount of $1,000.00

   Resolución que autoriza la transmisión de bienes raíces conocidos como 96 Carter Street (Sección 22, Bloque 1, Lote 37) en venta privada a Steve Smith por el monto de $1,000.00

5. Purchase of 21 Spring Street

   Resolution to authorize the conveyance of real property known as 21 Spring Street (Section 39, Block 5, Lot 6) at private sale to Austin Moonesar for the amount of $50,000.00

   Resolución que autoriza la transmisión de bienes raíces conocidos como 21 Spring Street (Sección 39, Bloque 5, Lote 6) en venta privada a Austin Moonesar por el monto de $50,000.00

Grants/Contracts/Agreements / Becas /Contratos/Convenios

6. Contract with BPAS Consulting

   Resolution authorizing a renewal agreement with BPAS Actuarial and Pension Services, LLC for actuarial services related to the City's Retiree Group Health Benefits program in the amount of $10,000.00 for the year 2026 and $7,900.00 for the year 2027 for a total amount of $17,900

   Resolución autorizando un acuerdo con BPAS para los servicios de Pensión y Actuariales LLC para servicios actuariales relacionados con el programa de Beneficios de Salud para el grupo de jubilados por la cantidad de $10,000.00 para el año 2026 y $7,900.00 para el año 2027, por un monto total de $17,900.00

Local Laws / Leyes Locales

7. Local Law authorizing a property tax levy in excess of the GML Section 3-c limit

   Local Law authorizing a property tax levy in excess of the limit established in General Municiipal Law Section 3-c

   Ley Local autorizando un gravamen del impuesto sobre la propiedad que exceda el límite establecido en la Sección 3-c de la Ley Municipal General

Executive Session / Sesión Ejecutiva

8. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person
   or corporation

   El historial de empleo, medico, financiero o de crédito de una persona en particular o corporación, o temas conduciendo al nombramiento, contratación, promoción, descenso, disciplina, suspensión, despido o destitución de una persona en particular o corporación

RESOLUTION NO.: __________- 2025

OF

OCTOBER 27, 2025

A RESOLUTION REQUESTING AN EXEMPTION FROM COUNTY TAXES FOR THE CITY'S RESERVOIR AND FILTER PLANT PROPERTIES FOR THE YEAR 2027

BE IT RESOLVED, by the Council of The City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to request a real property tax exemption from real property taxes to be levied by the County of Orange on all of the City's reservoir and filter plant properties, and the buildings and improvements thereon, and to be constructed thereon in the Town of Newburgh and the Town of New Windsor, pursuant to the provisions of Section 406, subdivision 3, of the Real Property Tax Law of the State of New York.

The requested exemption would include exemption from all taxation, special ad valorum levies and special assessments through December 31, 2027, so long as the subject premises are used for the aforesaid purposes.

The specific properties involved are as follows:

OWNER	MUNICIPALITY	TAX PARCEL NO.
CITY OF NEWBURGH	TOWN OF NEW WINDSOR	4 - 1 - 38
		4 - 1 - 35
		4 - 3 - 1.1
		4 - 1 - 12.2
		4 - 1 - 9.21
		4 - 1 - 10
		32 - 2 - 53
	TOWN OF NEWBURGH	75 - 1 - 17
		97 - 3 - 17
		97 - 2 - 22.1
		97 - 3 - 10
		97 - 1 - 44; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute an Agreement, a copy of which is annexed hereto, with the County of Orange to effectuate such exemption.

AGREEMENT, made this ____ day of ______________, 20____ by and between

THE CITY OF NEWBURGH, a municipal corporation duly organized and existing under the laws of the State of New York and having its principal place of business at City Hall, 83 Broadway, in the City of Newburgh, County of Orange, State of New York; and

THE COUNTY OF ORANGE, a municipal corporation duly organized and existing under the laws of the State of New York and having its principal place of business at the Orange County Government Center, Main Street in the Village of Goshen, County of Orange and State of New York,

WHEREAS, the City of Newburgh is the owner of several parcels of real property located in the Towns of Newburgh and New Windsor, Orange County, New York and designated on the official tax map of said towns as set forth in Schedule "A" annexed hereto and made a part hereof; and

WHEREAS, The City of Newburgh uses said property for the operation of a water filtration plant and reservoirs exclusively; and

WHEREAS, The County of Orange has in the past, imposed taxes against said parcels of real property; and

WHEREAS, Section 406(3) of the Real Property Tax Law of the State of New York in essence, <u>inter alia</u>, provides that real property owned by a municipality with a population of less than 100,000 people, which property is located without its corporate limits and is used as a reservoir or water filtration plant may be wholly or partially exempt from taxation, special ad valorum levies, and special assessments, provided that the governing board of the taxing authorities so agree in writing; and

WHEREAS, the aforesaid relief from County taxes was requested by said municipality by Resolution Number _____-2025 of October 27, 2025 of The City of Newburgh, New York; and

WHEREAS, the County of Orange was authorized to enter into this agreement by Resolution Number __________ of ______________, dated ______________, 20___, of the Orange County Legislature, it appearing that such agreement would be in the best interests of the citizens of Orange County,

NOW, THEREFORE, in consideration of the premises and pursuant to Real Property Tax Law, Section 406 (3), it is agreed as follows:

1. The County of Orange, by action of the Legislature thereof, shall wholly exempt the parcels of real property, listed in Schedule "A" annexed hereto, together with the buildings and improvements now existing thereon or hereinafter installed, owned by The City of Newburgh and exclusively used as a water filtration plant and reservoir properties, which properties are located in the Town of Newburgh and Town of New Windsor, County of Orange, State of New York, and which properties are designated by section, block and lot in Schedule "A", annexed hereto on the official tax map of said towns, from all taxation, special ad valorum levies, and special assessments levied by Orange County for the County tax year, January 1, 2027 to December 31, 2027 so long as the subject premises are used for the aforesaid purposes.

2. This agreement shall not be self-renewing and shall not be extended to any County tax year after December 31, 2027, unless the Orange County Legislature specifically renews or extends the same before the applicable taxable status date for any such year.

3. The County of Orange expressly reserves its right to impose, levy and collect with respect to the subject premises, any financial obligation not specifically excluded by the provisions of Real Property Tax Law, Section 406 (3).

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

[SEAL] THE CITY OF NEWBURGH

By:______________________________
Todd Venning, City Manager
Pursuant to Res. No.: _____-2025

[SEAL] THE COUNTY OF ORANGE

By:______________________________
Stefan ("Steven") M. Neuhaus,
County Executive

APPROVED AS TO FORM:

____
MICHELLE KELSON
Corporation Counsel

____
DAVID TRUONG
Assistant City Comptroller

SCHEDULE "A"

OWNER	MUNICIPALITY	TAX PARCEL NO.
CITY OF NEWBURGH	TOWN OF NEW WINDSOR	4 - 1 - 38
		4 - 1 - 35
		4 - 3 - 1.1
		4 - 1 - 12.2
		4 - 1 - 9.21
		4 - 1 - 10
		32 - 2 - 53
	TOWN OF NEWBURGH	75 - 1 - 17
		97 - 3 - 17
		97 - 2 - 22.1
		97 - 3 - 10
		97 - 1 - 44

OCT 7 2025

County Legislature

Kevin W. Hines, Chairman
Jean M. Ramppen, Clerk

255 Main Street – 2nd Fl
Goshen, NY 10924

Tel: (845) 291-4800 ☎ Fax: (845) 378-2375

October 1, 2025

City Manager Todd Venning
City of Newburgh
83 Broadway, City Hall
Newburgh, New York 12550

Dear Mr. Venning:

Your agreement with the County of Orange providing for the exemption from county taxation on certain real property located in the Towns of New Windsor and Newburgh for use of your city water system will expire on December 31, 2026.

If you wish the County Legislature to exempt these properties for the year 2027, please notify this office with a copy of a resolution (which states the exemption year) adopted by your city council by December 15, 2025.

A schedule of the properties that were exempt for 2026 is enclosed for your information. Please compare it to the resolution you will be adopting this year.

Very truly yours,

Jean M Ramppen

Jean M. Ramppen, Clerk
Orange County Legislature

cc: City Clerk

SCHEDULE A

MUNICIPALITY	LOCATION	TAX PARCEL NO.
City of Middletown	Town of Wallkill	999-1-21
		999-1-22
		999-1-23
		999-1-24
		999-1-25
		999-1-26
		999-1-27
		999-1-28
		999-1-29
		999-1-19
		999-1-20
		48-1-5.12
		48-1-5.112
		48-1-5.2
		48-1-6.1
		64-1-2
		69-1-15.2
		999 -1-20.1
		49-1-32
		49-1-62.2
		64 -1-4.1
		69-1-1.2
		64-1-47.322
		49-1-85.41
City of Middletown	Town of Mount Hope	12-1-23
		14-1-44.1
		14-1-76
		14-1-95
		14-1-127.2
		17-1-19
		16-1-32.22
		16-1-74
		16-1-35
		16-1-37.2
		16-1-36.211
		16-1-71.1
City of Newburgh	Town of New Windsor	4-1-38
		4-1-35
		4-3-1.1
		4-1-12.2
		4-1-9.21
		4-1-10
		32-2-53
City of Newburgh	Town of Newburgh	75-1-17
		97-3-17
		97-2-22.1
		97-3-10
		97-1-44

City of Port Jervis	Town of Deerpark	54-1-35.1
		52-1-2
		52-1-54.1
		35-1-8.2
		57-1-40
Village of Chester	Town of Monroe	18-5-11
		18-5-4
		18-5-6
		19-1-3.2
		10-3-9
		13-1-28
		8-1-78
		8-1-35
		8-1-77
		8-1-24
		8-1-23
		8-1-22
		8-1-21
		8-1-16
		8-1-14
		8-1-13
		8-1-12
		8-1-11
		8-1-10
		8-1-9
		8-1-8
		8-1-39
		8-1-40
		8-1-54
		8-1-53
		8-1-42
		8-1-44
		8-1-45
		8-1-46
Village of Cornwall-on-Hudson	Town of Cornwall	31-1-15
		29-1-54
		29-1-50
		4-2-56
		32-1-17
Village of Cornwall-on-Hudson	Town of New Windsor	65-1-20
Village of Goshen	Town of Goshen	13-1-32.61
		15-1-8
		15-1-48
		15-1-50
	Town of Wallkill	61-1-43
Village of Highland Falls	Town of Highlands	1-1-2

Village of Kiryas Joel	Town & Village of Woodbury	213-1-64.1
	Town & Village of Woodbury	213-1-49
	Town & Village of Woodbury	202-1-19
	Town & Village of Woodbury	205-4-8
	Town & Village of Woodbury	999-7-2
	Town & Village of Woodbury	999-7-1
	Town & Village of Woodbury	247-4-16
	Town & Village of Woodbury	207-1-10.2
	Town of Monroe	2-1-20
	Town of Monroe	2-1-22
	Town of Monroe	2-1-23
	Village of Monroe	216-1-46.21
	Town of Cornwall	36-1-56
	Town of Cornwall	34-1-83
	Town of Cornwall	5-3-4.2
	Town of Cornwall	4-2-55
	Town of Cornwall	4-2-54
	Town of Cornwall	7-5-1
	Town of Cornwall	12-1-1.22
	Town of Cornwall	12-1-1.32
	Town of Cornwall	9-1-1.1
	Town of Cornwall	10-1-3
	Town of Cornwall	10-1-4
	Town of Cornwall	10-1-5
	Town of New Windsor	35-1-79.22
	Town of New Windsor	35-1-86.1
	Town of New Windsor	36-1-30
	Town of New Windsor	36-1-14
	Town of New Windsor	65-1-22.2
	Town of New Windsor	36-1-11
	Town of New Windsor	67-5-15
	Town of New Windsor	67-5-16
	Town of New Windsor	67-4-10
	Town of New Windsor	67-4-13.1
	Town of New Windsor	999-1-186
	Town of New Windsor	999-1-187
Village of Maybrook	Town of Hamptonburgh	3-1-6
Village of Montgomery	Town of Montgomery	28-1-63
Village of Tuxedo Park	Town of Tuxedo	213-3-12
Village of Walden	Town of Montgomery	10-1-4.21
		2-1-24.1
		2-1-24.21
		2-1-25.11

RESOLUTION NO.: ________-2025

OF

OCTOBER 27, 2025

A RESOLUTION AMENDING THE 2025 PERSONNEL ANALYSIS BOOK AND AMENDING RESOLUTION NO.: 249-2024, THE 2025 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO CHANGE THE GRADE AND SALARY OF THE ARBORIST AND THE PLUMBING INSPECTOR

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to adjust the 2025 Personnel Analysis Book and the 2025 Budget for the City of Newburgh, New York to change the grade and salary of the Arborist from a Grade 21 to a Grade 28; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to adjust the 2025 Personnel Analysis Book and the 2025 Budget for the City of Newburgh, New York to change the grade and salary of the Plumbing Inspector from a Grade 16, Step 6, and salary of $58,282.00 to a Grade 23, Step 1, and salary of $69,861.00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the 2025 Personnel Analysis Book and 2025 Budget be and hereby are amended to change the grade and salary of the Arborist from a Grade 21 to a Grade 28; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, that 2025 the Personnel Analysis Book and 2025 Budget be and hereby are amended to change the grade, step and salary of the Plumbing Inspector from a Grade 16, Step 6, and salary of $58,282.00 to a Grade 23, Step 1, and salary of $69,861.00.

RESOLUTION NO.: ________ - 2025

OF

OCTOBER 27, 2025

A RESOLUTION DECLARING POLICE DEPARTMENT, DEPARTMENT OF PUBLIC WORKS AND WATER DEPARTMENT VEHICLES AND EQUIPMENT AS SURPLUS

WHEREAS, the City of Newburgh Police Department possesses one 2000 Ford F350 tow truck and one 2002 International flatbed which are no longer of use to the City; and

WHEREAS, the City of Newburgh Department of Public Works possesses one 2006 25-yard Leach Sanitation Body which is no longer of use to the City; and

WHEREAS, the City of Newburgh Water Department possesses trash pumps and a generator which are no longer of use to the City; and

WHEREAS, the City Departments have requested that the vehicles and equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles and equipment as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the vehicles and equipment identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles and equipment in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

Surplus Tracker

Department	Item	Item Description	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus??	Council Resolution	Possible Revenue? (If so, how much)
POLICE	2000 FORD F350	TOW TRUCK	1	$2,000.00	$2,000.00	AUCTION		$2,000.00
POLICE	2002 INTERNATIONAL	FLAT BED	1	$3,500.00	$3,500.00	AUCTION		$3,500.00
D.P.W.	2006 25yd LEACH BODY	2006 SANITATION BODY	1	$500.00	$500.00	AUCTION		$500.00
WATER DEPT.	TRASH PUMPS	TRASH PUMPS	3	$50.00	$150.00	AUCTION		$150.00
WATER DEPT.	GENERATOR	GENERAC 2000	1	$100.00	$100.00	AUCTION		$100.00

RESOLUTION NO.: ____________ - 2025

OF

OCTOBER 27, 2025

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 96 CARTER STREET (SECTION 22, BLOCK 1, LOT 37) AT PRIVATE SALE TO STEVE SMITH FOR THE AMOUNT OF $1,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 96 Carter Street, being more accurately described as Section 22, Block 1, Lot 37 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before Friday, January 30, 2026, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
96 Carter Street	22 – 1 – 37	Steve Smith	$1,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions of Sale
96 Carter Street, City of Newburgh (SBL: 22-1-37)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.

2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number on the City of Newburgh Tax Map.

3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.

4. The properties are sold subject to unpaid City/County taxes for the year **2025**, school taxes for the tax year **2025-2026**, and also subject to all taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any City/County taxes for the year **2025**, school taxes paid by the City for the tax year **2025-2026**, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.

5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to demolish (pursuant to permit) any existing buildings or structures on the property and then merge the subject property with the property known as 98 Carter Street (Section 22, Block 1, Lot 38) into one (1) tax lot, all within twelve (12) months of the date of the conveyance. If the purchaser has failed to comply with the provisions mentioned in this paragraph to the satisfaction of the City of Newburgh, title to the property shall revert to the City of Newburgh. The deed shall also provide that the properties shall not be conveyed to any other person before the lot merger is complete. A written request made to the City Manager for an extension of time to comply with the deed covenant provisions shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.**

6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, transfer tax, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**

11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.

12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall <u>not</u> be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.

13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.

18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: ______________________________________

____
Steve Smith

Marketing and Offer History – 96 Carter Street

- Department of Planning and Development offered the property for sale for several years. The first listing price was $14,300 – the 2020 assessed value. (The property is in poor condition and not suitable to be marketed through the broker.)
- Ms. Carter and Ms. Addams submitted a completed offer for $14,300 on 8/3/2020
- There have been no other completed offers received.
- This offer was going to be presented to Council at the September 10, 2020 Work Session.
- The next listing price was $56,000 – the 2023 assessed value.
- The submission deadline was Tuesday, February 20, 2024, with no offers received.
- The property was listed again in July 2025 for the assessed value of $56,000
- The Department received an offer from Mr. Smith, where he is willing to demolish the building and merge with his current property at 98 Carter Street
- The deadline to submit offers was Friday, September 26, 2025.
- The Department recommends buyer Smith with approval from City Council.

Property Proposal Summary

Location:	**96 Carter Street**
Tax Map Number:	22-1-37
Property Class:	351 – Residential Shell Building
Zoning:	RM— Residential Medium Density
Description:	2-story building. Year built: 1890; 3,485 sf—4 bedrooms/2bath; basement, rear yard; lot size—25 x 143.
Condition:	Poor
Assessed Value:	$56,000
Estimated Annual Taxes:	$1,474.10 (2025)
List Price:	$56,000

<u>Offer Information</u>:

Name:	Steve Smith
Offer Price:	**$1,000**
Repair/Renovation Estimate:	$9,000 +/-
Proof of Financing:	Cash

Comments: The City of Newburgh originally acquired this building through tax foreclosure in 2010, per property files. The house was listed for sale in the summer of 2020 according to Planning and Development records.

The property is located within Ward 3, in a residential neighborhood. The house is in poor condition, structurally compromised and unsafe to enter with interior floor collapse and extensive water infiltration. Rehab is needed throughout.

The purchaser is a city resident who owns the adjacent property at 98 Carter St. He intends to demolish the current structure, merge with his current property, and use the area as a side lot.

RESOLUTION NO.: ____________ - 2025

OF

OCTOBER 27, 2025

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 21 SPRING STREET (SECTION 39, BLOCK 5, LOT 6) AT PRIVATE SALE TO AUSTIN MOONESAR FOR THE AMOUNT OF $50,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 21 Spring Street, being more accurately described as Section 39, Block 5, Lot 6 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before Friday, January 30, 2026, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
21 Spring Street	39 – 5 – 6	Austin Moonesar	$50,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions of Sale
21 Spring Street, City of Newburgh (SBL: 39-5-6)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.

2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number on the City of Newburgh Tax Map.

3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.

4. The properties are sold subject to unpaid City/County taxes for the year **2025**, school taxes for the tax year **2025-2026**, and also subject to all taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any City/County taxes for the year **2025**, school taxes paid by the City for the tax year **2025-2026**, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.

5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.**

6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, transfer tax, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**

11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.

12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall <u>not</u> be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.

13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.

18. The property is sold subject to an owner-occupancy restriction. Purchaser has agreed to purchase the property subject to a five (5) year owner occupancy restriction. Purchaser shall, within 18 months of the delivery of the deed, establish domicile and principal residence at said premises and maintain domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms and Conditions of Sale.

19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: ______________________________________

____
Austin Moonesar

Property Proposal Summary

Location:	**21 Spring Street**
Tax Map Number:	39-5-6
Property Class:	220 – Two Family Residential
Zoning:	DN — Downtown Neighborhood
Description:	3-story building. Year built: 1890; 2,614 sf—3 bedrooms/2bath; full basement, rear yard; lot size—26.3 x 100.
Condition:	Poor
Assessed Value:	$178,900
Estimated Annual Taxes:	$2,423.84 (2025)
List Price:	$178,900

Offer Information:

Name:	Austin Moonesar
Offer Price:	**$50,000**
Repair/Renovation Estimate:	$300,000 +/-
Proof of Financing:	Homestyle Reno Loan

Comments: The City of Newburgh originally acquired this building through tax foreclosure in 2023. The house was listed for sale in October 2024.

The property is located within Ward 2, in a residential neighborhood near Washington's Headquarters and the Liberty Street commercial sector. The house is in poor condition, with noticeable structural issues. Rehab is needed throughout.

The purchaser is a city resident who currently lives with his family. He intends to be an owner occupant in his first home purchase.

Marketing and Offer History – 21 Spring Street

- The property is a three-story, two-family residential building. It is sited on a 26.3' x 100' parcel and located on Spring Street. The property has some structural and exterior issues. Rehab would be needed.
- This property was listed for sale by the Planning and Development Department on 10/22/2024 for $187,000, the 2024 assessed value. The property was listed four more times after, with the last listing on 7/23/2025 at the reduced price of $178,900, the 2025 assessed value.
- The Department received a few offers with the deadline set for 8/22/2025.
- One offer was rejected based on the buyer putting the title through his LLC, making him an investor and not an owner occupant.
- The highest offer, when adjusted for Disposition Policy bonuses, was Austin Moonesar. He plans to be an owner occupant with his first home purchase. His unadjusted offer price is $50,000. The Department is recommending this offer for approval.

RESOLUTION NO.: _______ - 2025

OF

OCTOBER 27, 2025

A RESOLUTION AUTHORIZING A RENEWAL AGREEMENT WITH BPAS ACTUARIAL AND PENSION SERVICES, LLC FOR ACTUARIAL SERVICES RELATED TO THE CITY'S RETIREE GROUP HEALTH BENEFITS PROGRAM IN THE AMOUNT OF $10,000.00 FOR THE YEAR 2026 AND $7,900.00 FOR THE YEAR 2027 FOR A TOTAL AMOUNT OF $17,900.00

WHEREAS, after soliciting proposals for professional actuary services to comply with the standards and requirements of GASB-45 in connection with the annual audit of the City's financial statements and in particular with respect to the City's obligations to provide post-retirement benefits, the City Council, by Resolution No. 130-2016 of May 23, 2016, approved an agreement with BPAS Actuarial and Pension Services, LLC for the actuarial services; and

WHEREAS, the agreement with BPAS Actuarial and Pension Services, LLC automatically renews unless terminated by either party consistent with the agreement's terms, and has submitted the most recent Terms of Engagement, Appendix A with a Scope of Services and Fees for the fiscal year 2026 and 2027 valuations of the retire group health benefits programs under GASB-75, and Appendix B with information about the BPAS engagement team; and

WHEREAS, funding in the amount of $10,000.00 for 2026 and & $7,900.00 for 2027 actuarial services will be allocated in the 2026 Budget and 2027 Budget and the City Council deems it to be in the best interests of the City to approve the renewal agreement with BPAS Actuarial and Pension Services, LLC to provide such services for the years 2026 and 2027;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a renewal agreement with BPAS Actuarial and Pension Services, LLC for actuarial services related to the City's retiree group health benefits in compliance with the requirements of GASB-75, in the amount of $10,000.00 for 2026 and $7,900.00 for 2027, for a total amount of $17,900.00.

LOCAL LAW NO.: ________ - 2025

OF

OCTOBER 27, 2025

A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2026 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2026 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.